

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Daniel J. Edelman, Inc. 200 E Randolph Drive, 63rd Floor Chicago, IL 60601		2. Registration No. 3634						
3. Name of Foreign Principal ITC (International Trust Construction)	4. Principal Address of Foreign Principal International Trust Construction Kingdom of Saudi Arabia Jeddah – Alharmen Street							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Meetings with business, government and media leaders

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

It is owned by Mr. Abdulaziz Al-Harbi

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
June 17, 2015	Randall Corley, Global Compliance Officer	/s/ Randall Corley

eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Daniel J. Edelman, Inc.
200 E Randolph Drive, 63rd Floor
Chicago, IL 60601

2. Registration No.

3634

3. Name of Foreign Principal

ITC (International Trust Construction)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Edelman has been contracted by a third party, Levant Suez Consulting Corporation (Levant), to provide services in conjunction with the U.S. visit of Abdulaziz Al Harbi, CEO on behalf of ITC (International Trust Construction) of Saudi Arabia. Edelman to provide media relations and counseling for Mr. Al Harbi's visit.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Secure media engagements on behalf of client
2. Provide strategic counsel to support media events
3. Monitor media coverage of events

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 17, 2015	Randall Corley	/s/ Randall Corley eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LETTER OF INTENT

June 9, 2015.

Attention: Mr. Thomas B. Coleman III, Chairman
Levant Suez Consulting Corporation
34 Sanctuary Trail
Missouri City TX 77459
United States

Attention: Mr. Abdulaziz Al Harby
International Trust Construction

Dear Mr. Coleman III,

It is Edelman's policy to document in contractual form the terms under which it accepts client assignments so there will be no misunderstandings at a later date. Recognizing, however, that final agreement on the contract can be delayed for various reasons, we ask you or another authorized representative of Levant Suez Consulting Corporation ("Client"), acting as an agent of International Trust Construction ("ITP") to sign this interim letter authorizing us to commence work on your behalf effective June 8, 2015 through June 19, 2015, for public relations services set forth in Appendix A. In the event of non payment of an invoice, Edelman may terminate this letter. Services shall be rendered by the New York office of Edelman, unless specifically provided otherwise herein. This letter may be renewed upon the mutual agreement of the parties. In the event this letter expires without renewal, but the parties continue to perform, the terms and conditions of this letter shall govern until renewed or a new agreement is negotiated. It is understood that Client has entered into a contract to perform certain public relations, consulting services for ITP.

Edelman shall bill Client for its professional fees and expenses according to Appendix A. In addition, Edelman shall bill Client out-of-pocket costs which includes a 10% service charge (other than with respect to travel and entertainment expenses reimbursable to Edelman employees). We will also bill Client a charge equal to 6% of monthly fees for internal expenses. Internal expenses consist of certain research, subscriptions, and media databases used by Edelman, as well as local telephone calls, long distance and teleconference calls under two dollars not billed separately, in-house photocopying, and U.S. postage that Edelman incurs on Client's behalf. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client and/or ITP with an accounting or detail for such charges. Invoices are due upon receipt of invoice. All amounts due under this letter shall be billed and paid in US dollars. Edelman reserves the right to adjust the budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Unless specifically paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing herein shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Client represents and warrants that the materials and information it and/or ITP provides to Edelman are accurate and complete and that it and/or ITP is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing services hereunder. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client and/or ITP, that Client and/or ITP directed Edelman to use or that were approved by Client and/or ITP, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's and/or ITP's acts or omissions or Client's and/or ITP's products, services or equipment; and/or (iii) Client's and/or ITP's negligence or willful misconduct. In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands

and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client and/or ITP is a party, subject or target.

EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS INTERIM LETTER AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN HEREUNDER. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.

Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

This interim letter shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. By signing below, Client authorizes Edelman to begin work on its behalf on the aforesaid terms pending finalization of a formal contract with the understanding that we will be governed by the terms of the written contract when it is signed by both parties.

Please sign both copies of this letter, retaining the original for your files and returning the copy to us.

ACCEPTED AND AGREED TO ON THIS ____ DAY OF _____, 2015.

DANIEL J. EDELMAN, INC.

LEVANT SUEZ CONSULTING CORPORATION

By: 

By: 

Printed Name: Ron Guinguez

Printed Name: Thomas R. Calan

Title: Managing Director, CPA

Title: CEO

APPENDIX A

PROJECT NAME: Levant Suez Consulting Corp.
June 8, 2015 – June 19, 2015

SCOPE OF SERVICES**Overview**

Edelman shall provide the following Services to Client:

Beginning June 8, 2015 through June 19, 2015, Edelman will work with Client to support and promote ITP's CEO, Mr. Abdulaziz Al Harby presence in the United States, specifically, New York, NY.

Tactics/Deliverables:

Work Stream	Scope
Media Relations	<ul style="list-style-type: none"> Secure media engagements on behalf of Mr. Abdulaziz Al Harby reputation among key audiences within the U.S. and Arabic business audiences. Create executive briefing materials for Mr. Abdulaziz Al Harby to prepare for media engagements.
Strategic Counsel	<ul style="list-style-type: none"> On-site strategic counsel provided by senior Edelman executives before and during media briefings.
Monitoring	<ul style="list-style-type: none"> Monitor media coverage, social media channels and related websites of influencers, media and business decision makers for coverage.

Any items not listed above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

Total All Inclusive Amount: \$10,000.00

TERMS

Pre-bill. Edelman will pre-bill Client a one-time amount of \$10,000 to cover the Budget.

Progress Billing. Edelman shall invoice Client in accordance to the billing schedule set forth below. Total amount charged to Client in the above referenced Budget is a fixed sum based on the Scope of Services and not based on actual costs. As such, Edelman shall not be obligated to provide Client with hourly billing or expense detail.

Invoices. Edelman will render invoices of one lump sum inclusive of professional fees and out-of-pocket expenses. Payment of the invoices will be due upon receipt of invoice. All such invoices shall be addressed to:

Name:	Mr. Thomas B. Coleman III, Chairman
Company Name:	Levant Suez Consulting Corporation
Address:	34 Sanctuary Trail Missouri City TX 77459 United States

ALL INCLUSIVE BILLING SCHEDULE

ESTIMATED INVOICE DATE	AMOUNT \$
06/09/2015	\$10,000.00
	\$10,000.00*

*due upon receipt of invoice.